

<i>SERFF Tracking Number:</i>	<i>BEAC-125759516</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>The Employers' Fire Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-CP-AR-FO-562</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Commercial Property</i>		
<i>Project Name/Number:</i>	<i>Brewers & Vintners Spoilage/Landmark Bldg. Endts./2008-CP-AR-FO-562</i>		

Filing at a Glance

Companies: The Employers' Fire Insurance Company, OneBeacon America Insurance Company		
Product Name: Commercial Property	SERFF Tr Num: BEAC-125759516	State: Arkansas
TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: 2008-CP-AR-FO-562	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author: Sharon Kennedy	Disposition Date: 08/15/2008
	Date Submitted: 08/14/2008	Disposition Status: Approved
Effective Date Requested (New): 09/15/2008		Effective Date (New): 09/15/2008
Effective Date Requested (Renewal): 09/15/2008		Effective Date (Renewal): 09/15/2008
State Filing Description:		

General Information

Project Name: Brewers & Vintners Spoilage/Landmark Bldg. Endts.	Status of Filing in Domicile:
Project Number: 2008-CP-AR-FO-562	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 08/15/2008	
State Status Changed: 08/15/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Please see attached Explanatory Memorandum for complete filing description.	

Company and Contact

Filing Contact Information

SERFF Tracking Number: BEAC-125759516 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-CP-AR-FO-562
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Commercial Property
Project Name/Number: Brewers & Vintners Spoilage/Landmark Bldg. Endts./2008-CP-AR-FO-562

Sharon Kennedy, Compliance Analyst skennedy@onebeacon.com
One Beacon Lane (781) 332-8190 [Phone]
Canton, MA 02021-1030 (888) 209-7219[FAX]

Filing Company Information

The Employers' Fire Insurance Company CoCode: 20648 State of Domicile: Massachusetts
One Beacon Lane Group Code: 1129 Company Type:
Canton, MA 02021-1030 Group Name: State ID Number:
(781) 332-7000 ext. [Phone] FEIN Number: 04-1288420

OneBeacon America Insurance Company CoCode: 20621 State of Domicile: Massachusetts
One Beacon Lane Group Code: 1129 Company Type:
Canton, MA 02021-1030 Group Name: State ID Number:
(781) 332-7000 ext. [Phone] FEIN Number: 04-2475442

SERFF Tracking Number: BEAC-125759516 State: Arkansas
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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: AR form filing fees = \$50.00 per filing, per line of business.
1 form filing x 1 line of business = \$50.00 total filing fees.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Employers' Fire Insurance Company	\$50.00	08/14/2008	21944333
OneBeacon America Insurance Company	\$0.00	08/14/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08/15/2008	08/15/2008

SERFF Tracking Number: BEAC-125759516 State: Arkansas
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Product Name: Commercial Property
Project Name/Number: Brewers & Vintners Spoilage/Landmark Bldg. Endts./2008-CP-AR-FO-562

Disposition

Disposition Date: 08/15/2008
Effective Date (New): 09/15/2008
Effective Date (Renewal): 09/15/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: BEAC-125759516 State: Arkansas
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 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
 Product Name: Commercial Property
 Project Name/Number: Brewers & Vintners Spoilage/Landmark Bldg. Endts./2008-CP-AR-FO-562

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	Brewers and Vintners Spoilage and Contamination Coverage Endorsement	Approved	Yes
Form	Landmark Building or Historic Building Valuation Endorsement	Approved	Yes

SERFF Tracking Number: BEAC-125759516 State: Arkansas

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TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Brewers and Vintners Spoilage and Contamination Coverage Endorsement	VCP 296 07 08	07 08	Endorsement/Amendment/Conditions		0.00	VCP 296 07 08 BREWERS AND VINTNERS SPOILAGE AND CONTAMINATION COVERAGE ENDORSEMENT .pdf
Approved	Landmark Building or Historic Building Valuation Endorsement	VCP 418 07 08	07 08	Endorsement/Amendment/Conditions		0.00	VCP 418 07 08 Landmark Building or Historic Building Valuation Endorsement .pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BREWERS AND VINTNERS SPOILAGE AND CONTAMINATION COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:
SPECIAL PROPERTY PLUS COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

A. The following is added to Section A. COVERAGES:

Spoilage and Contamination Coverage

1. We will pay for direct physical loss or damage occurring to, and found in, your "perishable goods" while at a premises described in the Declarations, including "perishable goods" you have sold but not delivered, if you cannot sell or use it because of:
 - a. **Spoilage or Process Failure** resulting from:
 - (1) **Breakdown**, meaning mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; or
 - (2) **Outage**, meaning complete or partial interruption of electrical power, gas, or water supply, either on or off the described premises, arising from a Covered Cause of Loss and due to conditions beyond your control.
 - b. **Contamination.**
 - (1) **Contamination means:**
 - (a) A contaminant introduced during storage, or during the processing or manufacturing operation;
 - (b) Contamination by refrigerant;
 - (c) The proliferation of unintended organisms, including bacteria, molds or wild yeast; or
 - (d) Drugs, compounds or any other physical matter or chemical material in amounts that exceed maximum permissible levels (safe levels) established by law or by state or federal agencies. The discovery of unsafe levels must be based on tests conducted when the coverage is effective.
2. **Disposal Expenses** - We will also pay expenses you incur, as a result of a covered occurrence of Spoilage, Process Failure, or Contamination, to remove and dispose of the "perishable goods".
3. The following conditions apply to any occurrence:
 - a. The direct physical loss or damage must occur during the policy period at premises you operate; and
 - b. Must be discovered or revealed:
 - (1) Before the "perishable goods" leave the premises; and
 - (2) Within **180 days** of the date this coverage ends.
4. You and we agree that items used in recipes or formulas are not contaminants.
5. Mistakes in mix ratio, formulation, processing, and ingredient addition are not covered.
6. We will not pay for loss or damage resulting from disruption of a utility service due to your failure to comply with the terms and conditions of any contract.
7. Coverage under this endorsement does not apply to "perishable goods" on buildings, on or in vehicles, or in the open.
8. In Section A. **Coverages**, paragraph 3. **Business Personal Property Coverage**, subparagraph d.(3) **Food Contamination Coverage (a)(ii)** is deleted.

B. The following is added to Section B. Causes of Loss:

1. In paragraph 1. **General Causes of Loss** of Section B. **Causes of Loss**, only the exclusions found in subparagraph B.1.b.(1) apply to the coverages provided by this **Spoilage and Contamination** endorsement. However, the **Power Failure** exclusion does not apply to the coverages provided by this **Spoilage and**

Contamination endorsement to the extent that coverage for loss from **Spoilage or Process Failure** resulting from **Outage** is provided by this endorsement.

2. The following Exclusions are added:

a. We will not pay for loss or damage caused by or resulting from:

- (1) The disconnection, caused by you or by any of your employees acting within the scope of their employment, of any refrigerating, cooling or humidity control system from the source of electrical power, gas, or water supply.
- (2) The decrease or deactivation of electrical power, gas, or water supply caused by the manipulation, by you or by any of your employees acting within the scope of their employment, of any switch or other device used to control the flow of electrical power, gas, or water supply.
- (3) The inability of a Utility Company or other electrical power, gas, or water supply source to provide sufficient electrical power, gas, or water supply due to:
 - (a) Lack of fuel or water; or
 - (b) Governmental order.
- (4) The inability of an electrical power, gas, or water supply source at the described premises to provide sufficient electrical power, gas, or water supply due to lack of capacity on the part of that source to meet demand.

b. We will not pay for the loss of your "perishable goods":

- (1) If the "perishable goods" are not used or sold before any use-by date.
- (2) If safe levels were exceeded:
 - (a) Because of the introduction of enzymes or other catalyst designed to facilitate the production or growth of any bacteria or other organism.
 - (b) Prior to your receipt of the "perishable goods" at premise you own, rent, or operate or
 - (c) Before this coverage becomes effective.
- (3) Caused by, resulting from, or aggravated by:
 - (a) Rust or corrosion;
 - (b) Strikes at premise you own, rent, occupy or operate;
 - (c) Any illness, disease, germ, virus, bacteria, or other organism attributed to any of your employees;
 - (d) Blending of any contaminated or adulterated property with other property that is not contaminated or adulterated or
 - (e) Your failure to monitor the levels of or test for contaminants, bacteria, or other substance in your "perishable goods" in accordance with industry or governmental agency standards, practices or regulations.

C. The following is added to Section **D. Limits of Insurance**:

Spoilage and Contamination Limits of Insurance

1. The limit of insurance shown for a location in the Schedule below is the most we will pay under this **Spoilage and Contamination Coverage** endorsement for all loss and expense occurring at that location during each separate **12 month** period of this policy. If this policy also provides coverage for Business Income and/or Extra Expense, this limit is the most we will pay in total for all direct and ensuing loss including loss of income and/or extra expense.
2. The limit of insurance shown in the Schedule below for **Disposal Expenses** applies to the expenses insured in provision **2.** of **Spoilage and Contamination Coverage** and is the most we will pay for all such disposal expense occurring at that location during each separate **12 month** period of this policy.
3. Amounts payable under this **Spoilage and Contamination Coverage** endorsement are part of and do not increase the limits of insurance applicable to the property where the loss or damage occurs. This coverage does not provide additional amounts of insurance.
4. This limit applies regardless of the number of batches or goods involved in losses during the twelve month period.

D. With respect to the coverage provided by this endorsement, paragraph **1.** in Section **E. Deductibles** is replaced by the following:

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this endorsement.

- E. Sub-section **C.9. Coinsurance Option** of Section **C. PROPERTY VALUATION AND LOSS PAYMENT** does not apply to the coverage provided by this endorsement.

Schedule *

Loc. No.	Limit of Insurance \$	Deductible Amount \$
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Disposal Expenses Limit of Insurance	\$
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* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

All other terms and conditions remain unchanged.

LANDMARK BUILDING OR HISTORIC BUILDING VALUATION ENDORSEMENT

This endorsement modifies insurance provided under the following:
SPECIAL PROPERTY PLUS COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

A. The following Valuation provision is added to Section C. PROPERTY VALUATION AND LOSS PAYMENT:

Landmark Building or Historic Building Valuation

If a "Landmark Building or Historic Building" is insured under this Coverage Part, the following provisions will apply:

1. For loss or damage to a "Landmark Building or Historic Building" or to the qualifying portion of a building that qualifies in part for "Landmark Building or Historic Building" status:
 - a. For visible building features:
 - (1) If the same materials, workmanship, and architectural features are "reasonably available", we will base the valuation on the cost to repair, rebuild, or replace with the same materials, workmanship, and architectural features as are "reasonably available"; or
 - (2) If the same materials, workmanship, and architectural features are not "reasonably available", we will base the valuation on the cost to repair or replace with materials, workmanship and architectural features that closely resemble those that existed before the loss or damage occurred.
 - b. For non-visible building features, such as interior structural systems or mechanical systems, we will base the valuation on the cost of contemporary materials and technology.
 - c. If you do not repair or replace the "Landmark Building or Historic Building" or that portion of a building that qualifies for "Landmark Building or Historic Building" status, we will base the valuation on the valuation method shown in the Declarations.
2. For buildings that do not qualify for "Landmark Building or Historic Building" status and for non-qualifying portions of a "Landmark Building or Historic Building", we will determine the value of loss or damage to the non-qualifying building or building portions based on the valuation method shown in the Declarations.

B. The following Definitions are added to Section G. DEFINITIONS:

"Landmark Building or Historic Building" means:

1. a building designated as a landmark building or as a historic or historical building under a state or federal law, or local law as designated by a state or federal statute; or
2. a building generally recognized by historic preservation authorities or experts as having historic value.

"Reasonably available" as regards expertise means expertise located within 500 miles of the "Landmark Building or Historic Building".

"Reasonably available" as regards materials means materials located anywhere in the world.

All other terms and conditions remain unchanged.

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<i>First Filing Company:</i>	<i>The Employers' Fire Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-CP-AR-FO-562</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Commercial Property</i>		
<i>Project Name/Number:</i>	<i>Brewers & Vintners Spoilage/Landmark Bldg. Endts./2008-CP-AR-FO-562</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAC-125759516 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-CP-AR-FO-562
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Commercial Property
Project Name/Number: Brewers & Vintners Spoilage/Landmark Bldg. Endts./2008-CP-AR-FO-562

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/15/2008
Comments:
Attachment:
P&C Transmittal.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 08/15/2008
Comments:
Attachment:
Explanatory Memorandum_Brewers and Vinters and Landmark Buildings_Form.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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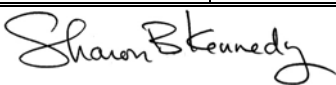
3.	Group Name	Group NAIC #
	White Mountains Group	1129

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	Employers' Fire Insurance Company	MA	1129-20648	04-1288420	
	OneBeacon America Insurance Company	MA	1129-20621	04-2475442	

5.	Company Tracking Number	2008-CP-AR-FO-562
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Sharon Kennedy	Compliance Analyst	781-332-8190	888-209-7219	skennedy@onebeacon.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Sharon Kennedy

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	Property
10.	Sub-Type of Insurance (Sub-TOI)	Commercial Property (Fire & Allied Lines)
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Brewers & Vintners Spoilage/Landmark Bldg. Endts.
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 9/15/08 Renewal: 9/15/08

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
16.	Reference Organization (if applicable)			
17.	Reference Organization # & Title			
18.	Company's Date of Filing	8/14/08		
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed	<input type="checkbox"/> Pending	<input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	2008-CP-AR-FO-562
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We are filing two new optional endorsements for use in our @vantage product.

Brewers and Vintners Spoilage and Contamination Coverage Endorsement (VCP 296 07 08)

This endorsement is targeted to brewers and vintners and covers loss or damage to perishable goods that cannot be sold because of:

(1) spoilage or process failure that results from:

(a) breakdown, meaning mechanical breakdown or mechanical failure of refrigerating, cooling, or humidity control apparatus; or

(b) equipment, utility outage or;

(2) contamination.

The coverage is similar to that provided in previously filed and approved VCP 295, Spoilage and Contamination Coverage Extension but geared to brewers and vintners.

Landmark Building or Historic Building Valuation Endorsement (VCP 418 07 08)

This endorsement provides an optional valuation for landmark or historic buildings as they are defined in the endorsement.

The endorsement provides that if the building is repaired or replaced, the valuation for visible building features will be based on materials, workmanship and architectural features that are "reasonably available" as that term is defined in the endorsement. For non-visible features or if the building is not repaired or replaced, the valuation will be as listed in the Declarations.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>Check #: Paid via EFT</p> <p>Amount: \$50.00</p> </div> <div style="width: 65%;"> <p>AR form filing fees = \$50.00 per filing, per line of business. 1 form filing x 1 line of business = \$50.00 total filing fees.</p> </div> </div> <p style="margin-top: 20px;">Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	2008-CP-AR-FO-562			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Brewers and Vintners Spoilage and Contamination Coverage Endorsement	VCP 296 07 08	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Landmark Building or Historic Building Valuation Endorsement	VCP 418 07 08	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

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Explanatory Memorandum

Form Filing

We are filing two new optional endorsements for use in our @vantage product.

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DESCRIPTION OF FORM

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- (1) spoilage or process failure that results from:
 - (a) breakdown, meaning mechanical breakdown or mechanical failure of refrigerating, cooling, or humidity control apparatus; or
 - (b) equipment, utility outage or;
- (2) contamination.

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The endorsement provides that if the building is repaired or replaced, the valuation for visible building features will be based on materials, workmanship and architectural features that are “reasonably available” as that term is defined in the endorsement. For non-visible features or if the building is not repaired or replaced, the valuation will be as listed in the Declarations.